

LABOR MANAGEMENT RELATIONS QUARTERLY MEETING

HOLIDAY INN ON THE HILL

NEW JERSEY AVENUE, NW

WASHINGTON, DC

JULY 14- JULY 16, 1998

PARTICIPANTS:

MANAGEMENT:

Ron Thompson

Joe Chapin

Phillis Morgan

Regina Sullivan

Dan Joslin

Jim Foley

Don Laliberte

Kris Balamenti

Les Flemming

Nikki Gallo

UNION:

Phil Glover

Jim Turner

Dennis Biesik

Manny Borquez

Larry Raney

Joe Mullen

Earl Elliott

Tim DeBolt

George Meshko

Subject Matter Experts:

Yvonne Hinkson

Dave Good

Dr. Newton Kendig

Scott Dodrill

Gil Rivera

Jim Hopkins

Bob Newport

Lynn Sylvester, FMCS Mediator

POLICIES NEGOTIATED

SEE SEPARATELY ATTACHED POLICY NEGOTIATION NOTES ON:

P.S. 5214.04:	Procedures for Handling of HIV Positive Inmates
P.S. 5500.09:	Correctional Services Manual
P.S. 3000.02:	Reference Checking
P.S. 1210.08:	Management Control and Program Review
Ops Memo	Centralized Relocation Operations
P.S. 1415.XX	Community Relations Board
	Facilities Development Technical Reference Manual

Summary of Issues Addressed During LMR Meeting:

760 Position Reduction
A-76 Issue
“Acting” National President position
Centralized Relocation Operations Policy
Certified mail procedures (interpretation of)
Committees
Community Relations Board Policy
Consolidation of services
Correctional Services Manual
DOJ Ombudsman Program Presentation
Domestic violence convictions (Title 18)
Entrance and Exit Program Presentation
Facilities Development Technical Reference Manual
Foot hazard areas
Grievance procedure (interpretation of)
Ground rules
Independent camp population reductions
Inmate assaults
Management Control and Program Review Policy
Medical Bylaws
Medium and High Per Capita Workgroup
NFC
National Union request for office space (at Central Office)
Performance Management Program Policy Presentation
Procedures for Handling of HIV Positive Inmates
Questionnaires
Reference Checking Policy
Representation during OIA investigations
Stay (of disciplinary/adverse actions) requests

Agenda Items: UNION and MANAGEMENT

1. **Presentation on the Performance Management Program Policy**

Who: Dan Joslin, HRM

A hand-out was provided to management and the union. The presentation included a detailed explanation of the proposed new program. The changes to the policy and the reasons for those changes were outlined, e.g., OPM put out final regulations in 1995 and DOJ followed by broadening its policy. There was a comparison made of the Bureau's system with other agencies; it was emphasized that the Bureau, out of the agencies which were contacted in the comparison study, is the only agency that has performance logs and most others do not require as many formal feedback sessions in their performance evaluation programs as the Bureau. The "unsatisfactory" element was discussed in detail as well.

The union stands by their previous belief that eliminating the log entries from the policy is in conflict with the Master Agreement. The union made it clear that the 15-day time frame, the log entries and the compliance with the contract were paramount issues for reaching a resolution with management. Management indicated that if the issue revolved around having time frames for the issuance of unsatisfactory performance warning, they were perfectly willing to add time frames. Though the idea of entering into mid-term bargaining was approached, the union stated that they would open up 2 Articles if that route was taken (since they would have to go to all their locals to re-ratify). Management stated that per Article 42, if there was mutual consensus among management and the union, then one article could be changed. Management referenced the notes from contract negotiations which they believed reflected the notification to the union that the policy would be changed and the union's acknowledgment of future changes as long as negotiations took place prior to implementation. Although the union stated that their membership does want changes to the performance management program, it was not willing to agree to change Article 14. Management indicated that they felt the union was moving away from what was agreed to at the Master Agreement negotiations (i.e., that the policy could be changed), and that they would table this policy to consider their options.

2. **Presentation on the DOJ Ombudsman Program**

Who: Yvonne Hinkson, OGC

A hand-out was provided to management and the union. Ms. Hinkson explained what the program was about while defining the role of the Ombudsman and the services he/she can provide. Though it was created as an outgrowth of a sexual harassment study and a class action lawsuit settlement, the Ombudsman can address all issues. The Ombudsman Program is an informal process and acts as a referral service. He/she does NOT take the place of any formal procedures, e.g., MSPB, FLRA, EEO, agency or negotiated grievance procedures, etc. The Ombudsman is a strictly neutral entity. There is a draft position description being circulated and the hope is that someone will be selected in the near future.

3. Discussion of the Medical Bylaws:

Dave Good and Dr. Newton Kendig came to address the union's issues on this. There was some discussion regarding bylaws at each facility, however, HSD representatives were only aware that each Medical Referral Center (MRC) had a bylaws package.

The union stated that this issue could be better addressed by the Executive Board member who was not present and whose issue this was; the union agreed to provide management with the problem areas in the bylaws and facilities so they may address properly.

4. **ISSUE:** "When an inmate assaults a staff member in the institution, why aren't they immediately transferred out to another institution. The staff that are assaulted feel the Bureau is insensitive towards the staff member and co-workers as they have to continue caring for and listening to the inmate threaten or brag about what they have done at this institution and it makes staff feel disheartened, like they have to pay for what was done, not the inmate. If it takes a policy change, then why hasn't it been done. There seems to be one for everything else."

Response: *Efforts were made to relocate the inmate, but were unsuccessful because of the due process issues involved with moving him to Marion, as well as other issues.*

The union stated that it is not fair to have staff (especially the one who had the confrontation with the inmate in the first place) still working around that inmate. Management agreed and said that the agency generally does move inmates after such assaults, but that the Terre Haute

situation was unusual in that there were (are) special due process requirements. Management agreed to look further into the issue at Terre Haute and bring the issue up at the next Executive Staff Meeting in September 1998 in order to address with the Regional Directors. The union was satisfied with this remedy.

5. **ISSUE:** “Discussion of interpretation problems with new Master Agreement including: Travel to union training, Grievance procedure, Locals receiving local policy, Footwear and other uniform items, any other problem areas that need [to be] worked out.”

- Response:**
- A. Article 8 - Problems with NFC: *The union stated that NFC is violating the law by taking so long to set up the system to accept new locals. This has caused a delay in the union receiving dues deductions. Management explained that it is the Department of Justice who has the contract with NFC. The union also stated that AFGE intends on filing a grievance against DOJ/BOP since they are losing dues. Management suggested that they would have someone from DOJ's Human Resource Systems Analysis Group (HRSAG) get in touch with NFC about the problem. The union also stated that national AFGE representatives would be meeting with DOJ over this issue and agreed to provide management with the date of the meeting.*
 - B. Article 9 - Ground rules: *Management emphasized to the union that there are 80 hours of official time in the bank for ALL reps, not EACH rep, to prepare for local negotiations. This is only if the ground rules in the appendix of the Agreement are adopted. The union asked management to let the wardens know that there are legitimate reasons why some locals may want to go off site for local bargaining (e.g., to get away from the phones).*
 - C. Article 10 - Committees: *Management asked the union about the Energy Conservation Committee, i.e., there is a local who is saying that there are 5 union reps needed for this committee. Management is providing the guidance that some bargaining unit employees may be assigned to workgroups or committees as an assignment of work. The union will be entitled to a representative per the contract, but has no right to dictate who management assigns to the workgroup or committee under the assignment of*

work provision. The union agreed with this position.

- D. Article 11 - "Acting National President": The "Acting President" had been told that he couldn't have official time based on his temporary position. Management stated that this problem most likely arose because management was not given advance notice and there was a concern about other procedures in this case. The union noted that there has been a standing practice of allowing the Acting Council President to be on official time. However, the union understood management's position and agreed to give as much notice as possible in the future should it be necessary to name an "Acting President".
- E. Article 13 - Questionnaires: The union asked to have all questionnaires forwarded to them; management stated that this is already happening and if the union didn't receive a survey, it is only because LMR didn't receive it either.
- F. Article 28: Designated Foot Hazard Areas: The union is concerned that many Wardens have drastically reduced the number of areas designated as foot hazard areas in order to avoid purchasing safety shoes for staff per the contract. The union insisted that what is or is not a designated foot hazard area is negotiable, although management was not in agreement with this position. Although no resolution was reached, the union was informed that management at the national level was not encouraging Wardens to reduce the number of foot hazard areas in order to save money.
- G. Article 30 - Stay requests: The union wanted it known that they have put in 3 stay requests, of which all have been denied. The union will continue to watch these requests for intent. Management stated that when management agreed to this, there was not an intent to have stays routinely granted. The union was also informed at the negotiating table that this provision was in previous contracts and that no stay was ever granted.
- H. Article 31 - Grievance procedure interpretation problems: The union is telling locals to go to the warden to informally resolve an issue and then file with the Regional Director if not resolved. Management does not agree with this interpretation, i.e., management believes that grievances should only go to the RD in adverse action/disciplinary cases or in situations in which the alleged violation was committed by someone for whom the Warden does not have disciplinary authority (per FSIP decision). Union disagreed with the decision's interpretation.
- I. Article 32 - Payment for arbitrations: This issue was already

agreed to by union and management in December 1997. It was agreed that both parties would pay their half when a request for a panel was submitted. Mr. Chapin indicated that he and Mr. Biesik used a different procedure on a recent request, and the agency agreed to reimburse the union by paying \$15 more toward the arbitrator's bill. Mr. Raney inquired if we could agree to this procedure in another national level case and management agreed to this.

6. **ISSUE:** “Discussion of the lowering of populations at Independent Camps, most are now under 100% capacity. When problems are brought up there appears to be a threat of closing the facility as a way of limiting discussion of problems.”

Response: *The union asked that something be put out from the Central Office with the message to not threaten the union or staff with camp closure because an employee or union official asks questions. Management stated that a message for the entire BOP should not be sent if only one or two people are making such threats. In addition, management noted that Wardens do not have any authority to make good on such threats, i.e., they cannot choose to close down a camp. Management asked for the specific names and context of the threats in order to address. The union agreed to provide this information. During the course of the meeting, the union provided a letter to management concerning a specific case at Duluth.*

7. **ISSUE:** “Reopening of discussion on employees with Title 18, Domestic violence convictions. What positions could be available for these employees? How will these situations be handled?”

Response: *Management stated that the agency discussed the handling of this for almost one year before deciding on a course of action. Last Fall, the agency made the decision to issue warning letters regarding what would happen after one year, i.e., the person would be removed from his/her position if the record of the conviction was not cleared. The union asked for statistics on the number of staff that this may potentially affect and about any possibility of keeping these employees still employed within the federal government in a non-law enforcement agency or position. Management agreed to get the statistics to the union.*

8. **ISSUE:** "Use of office space at Central Office for the Council of Prison Locals."

Response: *Management informed the union that the union's use of official facilities is covered by the Master Agreement. Management stated that there is no space available in the Central Office but when circumstances arise, and a phone is needed, that could be provided. In addition, AFGE's headquarters is located very close to the Central Office and should have space available for the union.*

9. Presentation on Entrance and Exit Program

WHO: Jim Hopkins, CPD

Management presented to the union the intent of an Executive Staff Paper on the issue of "finger print reading" at the institution. This method is quicker than the hand geometry reading system and is easier to read. The finger print reading is for determining who is in the institution at any given time, and if there's a disturbance staff and visitors can be located easily. However, management did emphasize that if there was ever a question about whether a staff member was at work on a particular day and time, the finger print reading could be used to verify that type of information.

This system would be in place at maximum security institutions only, with the medium and low security institutions having a simplified version of this. In addition, if visitors or staff move from one institution to another, the records can be transferred electronically via LAN.

10. Presentation on Financial Issues

WHO: Bob Newport, ADM

There were four areas discussed:

- 1) **Consolidation of Services:** The Bureau will be converting to an FMIS accounting system within the Department because the Bureau's is outdated. The new system will allow a lot more streamlining by centralizing business office functions. Also, the transfer of inmate funds in a centralized banking system is being considered. This will result in savings in the financial area and reduced per capita costs.

- 2) **A-76 Issue:** This pertains to the inventory by OMB of what can and can NOT be contracted out by the Bureau. It appears that OMB is taking a new position on A-76 issues. Previously, an agency had to justify (through the A-76 procedures) its position when it wanted to contract out a function. As Mr. Newport went on to explain, it appears that OMB now wants agencies to justify why it is NOT privatizing functions. The intent is to look at the broad picture of prison operations. This makes minimum security level facilities vulnerable. Management offered the union the opportunity to sit in on the workgroup, which is composed of DOJ, OMB and other agencies, which will meet again in late July. The union stated they would sit in on the workgroup.
- 3) **760 Position Reduction:** This reduction will be in place by start of FY99. Wardens will have to make the determination of which positions they won't be needing and thus, eliminate those. The union asked for some direction to go to Wardens from Regional Directors on what positions should be eliminated. The union asked why the agency was cutting 760 positions, while at the same time asking Congress for thousands more. It was explained that the new positions would be used for new institutions only and that the reductions will take place through attrition.
- 4) **Medium and High Per Capita Workgroup:** This workgroup is to meet in mid-August. Management asked the union for a representative to sit on this workgroup; Phil Glover will probably be the representative.

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❖ **P.S. 5500.09: CORRECTIONAL SERVICES MANUAL**

Management referenced a memo mailed to Phil Glover declaring that Proposals 6 (Armed posts) and 18 (pagers) were non-negotiable and that Proposals 2 and 4 would still need to be negotiated.

The union proposed the following language:

“Senior Office Specialist - These employees are generally more experienced in a correctional setting. GS-8 officers may be utilized as Acting Lieutenants when requested. These employees are also utilized to provide guidance and expertise for less experienced correctional workers.”

This language was agreed to and signed off on by both management and the union, thus resolving Proposals 2 and 4.

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❖ **P.S. 3000.02: REFERENCE CHECKING**

This policy was addressed with the advice of FMCS Mediator Lynn Sylvester during the course of July 15 and July 16.

The following provisions were agreed to and signed off on by both management and the union:

- ⇒ **Management positions** - procedures remain as they are in the current draft policy.
- ⇒ **Bargaining Unit positions** - reference check all or none
 - ✓ BQ group and non-competitive groups are separate (for “all or none” purposes)
 - ✓ If reference checking is done, once all are reference checked, further reference checking may be done on the applicant group with no requirement to further reference check all applicants.
 - ✓ Bargaining unit staff who apply to management positions are bound by management reference checking policy.
- ⇒ Applicants to a bargaining unit position will be notified if reference checking was conducted on that position.
- ⇒ Applicants to bargaining unit positions may have access to their reference checking form(s) after the selection.

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❖ **P.S. 1210.08: MANAGEMENT CONTROL AND PROGRAM REVIEW - (PRD)**

There were no proposals submitted by the union on this policy, therefore, this policy will be negotiated when the union submits proposals (next meeting).

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❖ **FACILITIES DEVELOPMENT TECHNICAL REFERENCE MANUAL -**
(ADM)

This policy was not negotiated as there was no time left during the meeting.

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❖ **CENTRALIZED RELOCATION OPERATIONS - (ADM)**

The union stated that they had no proposals for this policy and thus, for the agency to go ahead with publishing it. Management subsequently notified National Policy Review and the parties concerned to let them know the status of the policy, i.e., that the union had no further concerns.

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❖ **COMMUNITY RELATIONS BOARD - (IPPA)**

In section 6a. (Board Membership), after “The Warden is an ex-officio board member.” there was the proposal to **ADD** “*At the discretion of the Warden, the union representative may be a member of the Board.*” This language was agreed to and signed off on by both management and the union.

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❖ **P.S. 5214.04: PROCEDURES FOR HANDLING OF HIV POSITIVE INMATES**

- * No proposals were provided by the union for this policy, however, generalities were discussed. The union's main concern is that the agency often orders staff to serve as representatives for inmates in disciplinary and other hearings. Inmates could, according to the union, sue staff for poor representation. When staff ask for the agency to provide legal representation for them in these circumstances, the union is fearful that representation will be denied, like it was in Greenville.
- * This policy will be negotiated when the union submits proposals (next meeting).